

Michael D Robson Partner 111 West Monroe Street Chicago, Illinois 60603-4080

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October 28, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board (the "Board")
395 E Street, S W
Washington, DC 20423-0001

RECORDATION NO. ZUGSU-FILED

迎 / 11 -400 PM

SURFACE TRANSPORTATION BOARD

Re.	BNSF Railway Company (BNSF 1997-G)
	Termination Agreement

Dear Sir or Madam:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination Agreement (BNSF 1997-G) dated October 28, 2011 (the "Termination Agreement"), a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the documents previously filed with the Board under Recordation Number 20954

The names and addresses of the parties to the enclosed document are as follows:

Lessee BNSF Railway Company

2500 Lou Menk Drive

Fort Worth, Texas 76131-2830

Lessor. Bieber Locomotive Lease Co., Ltd.

c/o Babcock and Brown Aircraft Management LLC

525 Market Street, 33rd Floor San Francisco, California 94105 Attention. General Counsel

7 Homion: Conordi Counse.

Indenture Trustee Wells Fargo Bank Northwest, National Association

299 South Main Street, 12th Floor

MAC U1228-120

Salt Lake City, Utah 84111

Attention Corporate Trust Services

(BNSF 1997-G)

## Chapman and Cutler LLP

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 20954, as such documents may have been supplemented, modified or amended.

A short summary of the document to appear in the index follows:

Termination Agreement (BNSF 1997-G).

A fee of forty-one dollars (\$41 00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to

Ed Luria, Esq.
Alvord and Alvord
1050 Seventeenth Street, N.W.
Suite 301
Washington, D C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991.

Sincerely,

CHAPMAN AND CUTLER LLP

Michael D Robson

Enclosures

RECORDATION RD. 20954 FILED

OCT 28 '11 -4 0 0 PM

# TERMINATION AGREEMENT (BNSF 1997-G)

SURFACE TRANSPORTATION BOARDS

THIS TERMINATION AGREEMENT (BNSF 1997-G) (the "Termination Agreement") is dated October 28, 2011 among Bieber Locomotive Lease Co, Ltd, as lessor ("Lessor"), BNSF Railway Company (formerly known as The Burlington Northern and Santa Fe Railway Company), as lessee ("Lessee") and Wells Fargo Bank Northwest, National Association (successor-in-interest to First Security Bank, National Association), as indenture trustee ("Indenture Trustee").

#### RECITALS

- A. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNSF 1997-G) dated as of October 28, 1997 (as amended, supplemented or modified to date, the "Lease") by which the Lessor has leased to Lessee the railroad equipment described on Schedule A hereto (the "Equipment"). The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on October 27, 1997 at 12:35 PM under recordation number 20954
- B The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (BNSF 1997-G) dated as of October 28, 1997 (as amended, supplemented and modified to date, the "Indenture") by which the Lessor granted a security interest in the Equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture (or a memorandum thereof) was duly recorded with the Surface Transportation Board on October 27, 1997 at 12:35 P.M. under recordation number 20954-A.
- The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNSF 1997-G) dated as of October 28, 1997 (as amended, supplemented or modified to date, the "Lease Supplement") by which the Lessor has leased to Lessee the Equipment The Lease Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on October 27, 1997 at 12.35 P.M. under recordation number 20954-B
- D The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture Supplement No. 1 (BNSF 1997-G) dated October 28, 1997 (as amended, supplemented and modified to date, the "Indenture Supplement") by which the Lessor granted a security interest in the Equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture The Indenture Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on October 27, 1997 at 12:35 P.M. under recordation number 20954-C.
- E The Lessor and the Indenture Trustee have heretofore entered into that certain Memorandum of Lease Assignment (BNSF 1997-G) dated as of October 28, 1997 (as amended, supplemented and modified to date, the "Lease Assignment") by which the Lessor assigned its rights in the Lease with respect to the Equipment to the Indenture Trustee in order to secure the

Lessor's performance of its obligations under the Indenture. The Lease Assignment (or a memorandum thereof) was duly recorded with the Surface Transportation Board on October 27, 1997 at 12 35 P M under recordation number 20954-D.

F The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNSF 1997-G) dated as of October 28, 1997 (as amended, supplemented and modified to date, the "Lessor Security Agreement") by which the Lessor granted to the Lessee a security interest in the Equipment The Lessor Security Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on October 27, 1997 at 12:41 P.M. under recordation number 20954-E.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

#### 1. DEFINITIONS AND INTERPRETATION.

Capitalized terms used herein without definition have the meanings assigned to them in the Lease

#### 2. TERMINATION.

Each of the Lease, the Indenture, the Lease Supplement, the Indenture Supplement, the Lease Assignment and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the Equipment subject thereto.

#### 3 SURVIVAL

This Termination Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Indenture, the Lease Supplement, the Indenture Supplement, the Lease Assignment or the Lessor Security Agreement, as applicable, which expressly survive this termination

#### 4. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, and each counterpart shall for all purposes be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

#### 5 GOVERNING LAW.

This Agreement shall, in all respects, be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written

BIEBE	R LOCOMOTIVE LEASE CO., LID.
Ву	A Collins
·	aine: Robert S. Tomezak
T	itle: Director
The	RAILWAY COMPANY (formerly known as Burlington Northern and Santa Fe lway Company)
Ву	<u>.</u>
N	ame: Todd J. Bailey
T	itle. Director-Finance
WFLI:	S FARGO BANK NORTHWEST, NATIONAL
Ass	SOCIATION (successor-in-interest to First
	unity Bank, National Association), as
Ind	enture Trustee
Ву	
	ame:
T	itle:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written

By_	Name Title:
	Title
7	SF RAILWAY COMPANY (formerly known a The Burlington Northern and Santa Fallway Company)
By_	
	Name: Todd J. Bailey Title: Director-Finance
S	LLS FARGO BANK NORTHWEST, NATIONA ASSOCIATION (successor-in-interest to First Security Bank, National Association), and and an arrow of the security Bank, National Association), and an arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Association), and arrow of the security Bank, National Association (security Bank, National Bank, Nation
_	
By_	Name:
	Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written

BIEBER LOCOMOTIVE LEASE CO., LTD.
ByName.
Title.
BNSF RAILWAY COMPANY (formerly known a The Burlington Northern and Santa For Railway Company)
Ву
Name: Todd J. Bailey
Title: Director-Finance
WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION (successor-in-interest to Firs Security Bank, National Association), a Indenture Trustee
By Name: Michael Arsenault
Name: Michael Arsenault
Title: Vice President

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Place Votery Stud Above  Place Votery Stude Student	State of California		l			
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/s/s/et/tryle vexecuted the same in his/he/fr/peir authorized capacity(les); and that by his/pet/peir authorized capacity(les); and that by his/pet/pet/pet/pet/pet/pet/pet/pet/pet/pet	County of San Francisco					
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/s/s/cht/ey executed the same in his/he/fr/peir authorized capacity(les); and that by his/per/fr/peir	on Out 20, 2011 before	me,				
be the person(s) whose name(s) is/aye subscribed to the within instrument and acknowledged to me that he/sight/hyle vexecuted the same in his/hyr/fixer authorized capacity(les); and that by his/her/fixer signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s) actod, executed the instrument of which the person(s) actod, executed the instrument of the person(s) actod, executed the instrument of which the person(s) actod, executed the instrument of which the person(s) actod, executed the instrument of the State of California that the foregoing paragraph is true and correct  WITNESS my hand and official seal.  Signature  Place Votery Soul Alone  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and restachment of this form to another document  Thille or Type of Document  Thile or Type of Document  Description of Attached Document  Thile or Type of Document  Place Votery Soul Alone  OPTIONAL  Though the information below is not required by law, it may prove valuable to persons relying on the document and control fraudulent removal and restachment of this form to another document  Attended to me that he/sight/fiver sugnature(s) on the instrument of the same in his/hyr/fiveir authorized in the instrument of the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of which the person(s), of the entity upon behalf of the within the person(s), of the entity upon behalf of the within the person(s), of the entity upon behalf of the state of california that the foregoing and entity the instrument of the		$o$ $\lambda$	5 Tomozak	he Officer		
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Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and realitachment of this form to another document  Description of Attached Document  Title or Type of Document  CYMINATIO APPLICATE (BNSF 1997 - 61)  Document Date  Document Date  Number of Pages  Capacity(ies) Claimed by Signer(s)  Signer's Name  Cindividual  Corporate Officer — Title(s)  Partner — Li Limited General  Attorney in Fact  Trustee  Cindividual  Corporate Officer — Title(s)  Corpora	Place Voleny Soul Above		Signature / llus J			
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Signer(s) Other Than Named Above  Capacity(ies) Claimed by Signer(s)  Signer's Name	Title or Type of Document Termination Applement (BNSF 1997-61)					
Signer's Name Signer's Name   Individual   Corporate Officer — Title(s)   Corporate Officer — Title(s)   Partner — [] Limited	Document Date 10/28/2011 Number of Pages 4.					
Signer's Name  [ i Individual  [ ] Corporate Officer — Title(s)  [ ] Partner — [ ] Limited	Signer(s) Other Than Named Above					
[] Individual       ☐ Individual         [] Corporate Officer — Title(s)       ☐ Corporate Officer — Title(s)         [] Partner — [] Limited ☐ General       ☐ Partner — [] Limited ☐ General         [] Attorney in Fact       ☐ Attorney in Fact         [] Trustee       [] Trustee         [] Guardian or Conservator       [] Guardian or Conservator         [] Other	Capacity(ies) Claimed by Signer	(s)				
Signer is Representing Signer is Representing	I i Individual     Corporate Officer — Title(s)     Partner — LJ Limited □ General     Attorney in Fact     Trustee     Guardian or Conservator     Other	RIGHT THUMBPRIN OF SIGNER	☐ Individual ☐ Corporate Officer — Title( ☐ Partner — [] Limited [] ( [] Attorney in Fact [] Trustee [] Guardian or Conservator ☐ Other	General  RIGHTTHUMSPRINT  OF SIGNER  Top of thumb hore		
	Signer Is Representing		Signer is Representing			

CONTRACTOR ASSOCIATION - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • www National Notary Organization - 9350 Da Soto Ave , PO Box 2402 • Chatawordin, CA 91313 2402 • Ch

STATE OF	_)		
COUNTY OF	)	SS	
COUNTY OF	. )		
			pefore me, a Notary Public in and for said County, who being by me Fact of BIEBER LOCOMOTIVE LEASE CO, LTD.,
that said instrument was signed	on Oo )he ac	ctober knowledg	Fact of BIEBER LOCOMOTIVE LEASE CO, LTD., 2011 on behalf of said corporation by authority ed that the execution of the foregoing instrument
IN WITNESS WHEREOF, mentioned.	i have	e hereunto	set my hand and official seal on the date above
			Name:
			Notary Public
			My Commission Expires. Residing in
(Seal)			
STATE OF TEXAS	)	00	
COUNTY OF TARRANT	)	SS.	
County and State, personally ap is the Director-Finance of BN October 17, 2011 on behalf of	peared SF R said	d Todd J.  AILWAY (  corporation	O11, before me, a Notary Public in and for said Bailey, who being by me duly sworn, says that he COMPANY, that said instrument was signed on on by authority of its Board of Directors, and he ing instrument was the free act and deed of said
	I hav	e hereunte	set my hand and official seal on the date above
mentioned			Lina Obermilles
			Name <sup>*</sup>
			Notary Public – State of Texas
Anterior activities and activities activities and activities activities activities and activities acti			My Commission Expires: Residing in Forth Worth, Texas
TINA M OBERMILLER Notary Public STATE OF TEXAS			Acsiding in Potti Wortil, Texas

My Comm. Exp. 07/18/2014

STATE OF UTAH	)	
	)	SS.
COUNTY OF SALT LAKE	)	

On this, the That of October, 2011, before me, a Notary Public in and for said County and State, personally appeared Michael Arsenault, who being by me duly sworn, says that he is the Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on October 1, 2011 on behalf of said banking corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above

mentioned.

NOTARY PUBLIC
ASHLEY DAVIS
809975
COMMISSION EXPIRES
MAY 23, 2015
STATE OF UTAH

(Seal)

Name: Ashley Davis

Notary Public

My Commission Expires: May 23, 2015

Residing in Salt Lake County

### **DESCRIPTION OF EQUIPMENT**

EQUIPMENT	QUANTITY	Reporting Marks
General Motors Corporation (Electro-Motive Division) Model SD70M-AC Diesel Electric Locomotives	6	BNSF 9820 through BNSF 9825, inclusive
General Electric Company Dash 9-44CW Diesel Electric Locomotives	13	BNSF 707 through BNSF 715, inclusive BNSF 717 BNSF 719 through BNSF 721, inclusive

#### **CERTIFICATION**

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Edward M. Luria